

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W25DK1-4315-0100		PAGE 1 OF 40	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W9124D-05-T-0012	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME CARTIE L. ARVIN		b. TELEPHONE NUMBER (No Collect Calls) 502-624-3952		6. SOLICITATION ISSUE DATE 04-Jan-2005	
9. ISSUED BY DIRECTORATE OF CONTRACTING SFCA SR KN BLDG 1109 FORT KNOX KY 40121-5000  TEL: FAX:		CODE W9124D		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A)  SIC: 5812 SIZE STANDARD: \$17.5M		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  13b. RATING  14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO MILITARY ENTRANCE PROCESSING STATION .. FORT DIX MEPS BLDG 5645 TEXAS AVE FORT DIX NJ 08640-5000 TEL: FAX:		CODE W25DK1		16. ADMINISTERED BY  CODE			
17a. CONTRACTOR/ OFFEROR     TEL. FACILITY CODE		CODE		18a. PAYMENT WILL BE MADE BY  CODE			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		<b>SEE SCHEDULE</b>					
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.						ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				1 COPIES 29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  TEL: EMAIL:			
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		35. AMOUNT VERIFIED CORRECT FOR	
36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				37. CHECK NUMBER			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42a. RECEIVED BY (Print)		40. PAID BY	
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)			
				42d. TOTAL CONTAINERS			

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 1449 (10-95)  
Prescribed by GSA  
FAR (48 CFR) 53.212

## Section SF 1449 - CONTINUATION SHEET

NOTES

THIS SOLICITATION IS ISSUED AS A COMMERCIAL ACQUISITION USING SIMPLIFIED ACQUISITION PROCEDURES IN ACCORDANCE WITH FAR 13. OFFERORS SHALL READ AND FOLLOW THE CLAUSE "INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS", FAR 52.212-1 WHEN SUBMITTING THEIR PROPOSALS.

OFFERORS SHALL COMPLETE THE FOLLOWING INFORMATION:

DUNS NUMBER\_\_\_\_\_

CAGE CODE\_\_\_\_\_

TAX ID NO.\_\_\_\_\_

EMAIL ADDRESS\_\_\_\_\_

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001	NOON MEALS FFP REQUIREMENTS TYPE CONTRACT TO PROVIDE NOON MEALS (SUBSANDWICHES) TO APPLICANTS PROCESSING THROUGH THE FORT DIX, NJ MILITARY ENTRANCE PROCESSING STATION (MEPS) FOR THE PERIOD 01 MAR 2005 THROUGH 28 FEB 2006 IN ACCORDANCE WITH THE ATTACHED STATEMENT OF WORK. PURCHASE REQUEST NUMBER: W25DK1-4315-0100	16,347	Each		

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ESTIMATED  
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0002 OPTION	NOON MEALS FFP REQUIREMENTS TYPE CONTRACT TO PROVIDE NOON MEALS (SUBSANDWICHES) TO APPLICANTS PROCESSING THROUGH THE FORT DIX, MJ MILITARY ENTRANCE PROCESSING STATION (MEPS) FOR THE PERIOD 01 MAR 2006 THROUGH 28 FEB 2007 IN ACCORDANCE WITH THE ATTACHED STATEMENT OF WORK. PURCHASE REQUEST NUMBER: W25DK1-4315-0100	16,347	Each		

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ESTIMATED  
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003 OPTION	NOON MEALS FFP REQUIREMENTS TYPE CONTRACT TO PROVIDE NOON MEALS (SUBSANDWICHES) TO APPLICANTS PROCESSING THROUGH THE FORT DIX, NJ MILITARY ENTRANCE PROCESSING STATION (MEPS) FOR THE PERIOD 01 MAR 2007 THROUGH 28 FEB 2008 IN ACCORDANCE WITH THE ATTACHED STATEMENT OF WORK. PURCHASE REQUEST NUMBER: W25DK1-4315-0100	16,347	Each		

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ESTIMATED  
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0004 OPTION	NOON MEALS FFP REQUIREMENTS TYPE CONTRACT TO PROVIDE NOON MEALS (SUBSANDWICHES) TO APPLICANTS PROCESSING THROUGH THE FORT DIX, NJ MILITARY ENTRANCE PROCESSING STATION (MEPS) FOR THE PERIOD 01 MAR 2008 THROUGH 28 FEB 2009 IN ACCORDANCE WITH THE ATTACHED STATEMENT OF WORK. PURCHASE REQUEST NUMBER: W25DK1-4315-0100	16,347	Each		

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ESTIMATED  
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0005 OPTION	NOON MEALS FFP REQUIREMENTS TYPE CONTRACT TO PROVIDE NOON MEALS (SUBSANDWICHES) TO APPLICANTS PROCESSING THROUGH THE FORT DIX, NJ MILITARY ENTRANCE PROCESSING STATION (MEPS) FOR THE PERIOD 01 MAR 2009 THROUGH 28 FEB 2010 IN ACCORDANCE WITH THE ATTACHED STATEMENT OF WORK. PURCHASE REQUEST NUMBER: W25DK1-4315-0100	16,347	Each		

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ESTIMATED  
NET AMT

FOB: Destination

CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER  
VALUE

The minimum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not exceed the maximum quantity and order value stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001		\$		\$
0002		\$		\$
0003		\$		\$
0004		\$		\$
0005		\$		\$

#### INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A

#### DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-MAR-2005 TO 28-FEB-2006	N/A	MILITARY ENTRANCE PROCESSING STATION .. FORT DIX MEPS BLDG 5645 TEXAS AVE FORT DIX NJ 08640-5000 FOB: Destination	W25DK1
0002	POP 01-MAR-2006 TO 28-FEB-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25DK1

0003	POP 01-MAR-2007 TO 28-FEB-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25DK1
0004	POP 01-MAR-2008 TO 28-FEB-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25DK1
0005	POP 01-MAR-2009 TO 28-FEB-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25DK1

#### CLAUSES INCORPORATED BY REFERENCE

52.204-7	Central Contractor Registration	OCT 2003
52.212-1	Instructions to Offerors--Commercial Items	JAN 2004
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2003

#### CLAUSES INCORPORATED BY FULL TEXT

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAY 2004)  
ALTERNATE I (APR 2002)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

\_\_\_ TIN:-----

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

- ☐ Sole proprietorship;  
☐ Partnership;  
☐ Corporate entity (not tax-exempt);  
☐ Corporate entity (tax-exempt);  
☐ Government entity (Federal, State, or local);  
☐ Foreign government;  
☐ International organization per 26 CFR 1.6049-4;  
☐ Other-----

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, ( ) is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, a women-owned business concern.



(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it ( ) is, ( ) is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

\_\_\_ 50 or fewer \_\_\_ \$1 million or less

\_\_\_ 51 - 100 \_\_\_ \$1,000,001 - \$2 million

\_\_\_ 101 - 250 \_\_\_ \$2,000,001 - \$3.5 million

\_\_\_ 251 - 500 \_\_\_ \$3,500,001 - \$5 million

\_\_\_ 501 - 750 \_\_\_ \$5,000,001 - \$10 million

\_\_\_ 751 - 1,000 \_\_\_ \$10,000,001 - \$17 million

\_\_\_ Over 1,000 \_\_\_ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It ( ) is, ( ) is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more

individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ( ) has, ( ) has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.)

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) (The offeror shall check the category in which its ownership falls):

\_\_\_\_ Black American.

\_\_\_\_ Hispanic American.

\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_ Individual/concern, other than one of the preceding.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It ( ) has, ( ) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It ( ) has, ( ) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It ( ) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms ``component," ``domestic end product," ``end product," ``foreign end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are FTA country end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act":

FTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (JAn 2004). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian End Products:

Line Item No.

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(List as necessary)

(3) Buy American Act-- Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms ``component," ``domestic end product," ``end product," ``foreign end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act."

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

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Country of Origin

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(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or FTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or FTA country end products.

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ( ) Are, ( ) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ( ) Have, ( ) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ( ) Are, ( ) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

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Listed Countries of Origin

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(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

( ) (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

( ) (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (OCT 2004)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

XX \_\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

NA \_\_\_\_ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

NA \_\_\_\_ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

NA \_\_\_\_ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

NA \_\_\_\_ (ii) Alternate I (MAR 1999) to 52.219-5.

NA\_\_\_(iii) Alternate II to (JUNE 2003) 52.219-5.

XX\_\_\_ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

NA\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-6.

NA\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-6.

NA\_\_\_ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

NA\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-7.

NA\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-7.

NA\_\_\_ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

NA\_\_\_ (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

NA\_\_\_ (ii) Alternate I (OCT 2001) of 52.219-9

NA\_\_\_(iii) Alternate II (OCT 2001) of 52.219-9.

XX\_\_\_ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

NA\_\_\_ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

NA\_\_\_ (ii) Alternate I (JUNE 2003) of 52.219-23.

NA\_\_\_ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

NA\_\_\_ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

NA\_\_\_ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

XX\_\_\_ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

NA\_\_\_ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).

XX\_\_\_ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

XX\_\_\_ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

XX\_\_\_ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

XX\_\_\_ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

XX\_\_\_ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

NA\_\_\_ (21)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

NA\_\_\_ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

NA\_\_\_ (22) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

NA\_\_\_ (23)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (OCT 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).

NA\_\_\_ (ii) Alternate I (JAN 2004) of 52.225-3.

NA\_\_\_ (iii) Alternate II (JAN 2004) of 52.225-3.

NA\_\_\_ (24) 52.225-5, Trade Agreements (OCT 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

XX\_\_\_ (25) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

NA\_\_\_ (26) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

NA\_\_\_ (27) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

NA\_\_\_ (28) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

NA\_\_\_ (29) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

XX\_\_\_ (30) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

NA\_\_\_ (31) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

NA\_\_\_ (32) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

NA\_\_\_ (33) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

NA\_\_\_ (34)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

NA\_\_\_ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

XX\_\_\_ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).



XX\_\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

XX\_\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

NA\_\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

NA\_\_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than one applicant daily, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of 85 applicants daily; with a daily average 50 applicants

(2) Any order for a combination of items in excess of NA; or

(3) A series of orders from the same ordering office within one day that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within one day after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

#### 52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or

services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after February 28, 2006.

(End of clause)

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days.

(End of clause)

#### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within sixty days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

#### 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond 30 September 2005. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 30 September 2005, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

#### 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Directorate of Contracting; Bldg 1109B, Em 250; Fort Knox, KY 40121-5000

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

#### 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>  
<http://farsite.hill.af.mil>

(End of provision)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>  
<http://farsite.hill.af.mil>

(End of clause)

#### 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION ALTERNATE A (NOV 2003)

(a) Definitions. As used in this clause--

“Central Contractor Registration (CCR) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records “Active.”

(End of clause)

#### 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (SEP 2004)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

XX \_\_\_\_ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

NA \_\_\_\_ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

NA \_\_\_\_ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

NA\_\_\_\_ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

NA\_\_\_\_ 252.225-7001 Buy American Act and Balance of Payment Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).

XX\_\_\_\_ 252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).

NA\_\_\_\_ 252.225-7014 Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).

NA\_\_\_\_ 252.225-7015 Preference for Domestic Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).

NA\_\_\_\_ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (MAY 2004) (\_\_\_\_NA\_\_\_\_Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

NA\_\_\_\_ 252.225-7021 Trade Agreements (JUN 2004) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

NA\_\_\_\_ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

NA\_\_\_\_ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

NA\_\_\_\_ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (JAN 2004) (\_\_\_\_NA\_\_\_\_Alternate I) (JAN 2004) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

NA\_\_\_\_ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).

NA\_\_\_\_ 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

NA \_\_\_\_ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

NA\_\_\_\_ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

NA\_\_\_\_ 252.232-7003 Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).

XX\_\_\_\_ 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

XX\_\_\_\_ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (\_\_\_\_NA\_\_\_\_Alternate I) (MAR 2000) (\_\_\_\_NA\_\_\_\_Alternate II) (MAR 2000) (\_\_\_\_XX\_\_\_\_Alternate III (May 2002).

NA\_\_\_\_ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

SPECIAL NOTES  
SPECIAL NOTES

\*\*\*PAYMENT BY GOVERNMENT CREDIT CARD\*\*\*

THE GOVERNMENT WILL USE THE GOVERNMENT CREDIT CARD TO PLACE ORDERS UNDER THIS CONTRACT IN LIEU OF ISSUING ORDERS WITH THE STANDARD FORM 1449. THE CONTRACTOR SHALL HAVE THE CAPABILITY TO ACCEPT THE GOVERNMENT CREDIT CARD AT TIME OF AWARD AND SHALL MAINTAIN THAT CAPABILITY DURING THE PERIOD OF THE CONTRACT. FAILURE TO MAINTAIN THE CAPABILITY OF THE CREDIT CARD DURING THE CONTRACT PERIOD MAY CONSTITUTE CONTRACTUAL DEFAULT PURSUANT TO FAR 52.212-4(M), ENTITLED "TERMINATION FOR CAUSE".

NOTE: PAYMENT WILL BE MADE FOR THE ACTUAL NUMBER OF SANDWICHES ORDERED.

1. Contractor shall establish any required subcontracting agreements with establishments prior to the quote opening date. Agreements shall be furnished with your quote.
2. Contractor food/meal facilities shall have successfully passed their most recent public health department inspection, if required by law.
3. Contractor shall be prepared to successfully pass an inspection conducted by the MEPS immediately or within 1 week after the date for receipt of quotes. Contractor facilities must comply with standards as established in the performance work statement. Contractor will be allowed 48 hours after inspection to correct minor deficiencies found during the inspection. Examples of minor deficiencies being general cleaning and/or minor repairs. Additional time will not be given for major repairs or cleaning.
4. The contractor shall indicate below the classification, quantity, man-hours, and status (whether full or part-time) of personnel upon which this quote was based, (i.e., cook, 1 each, 40 hours, full-time).

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5. The contractor shall indicate below the name and address of the establishment that the meals will be prepared:

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6. The number of applicants stated herein is based on the best information available to the Government, but may not be the actual quantities experienced during the contract.

7. Facsimile quotes will not be accepted. Originals must be mailed.
8. Contractors are reminded that Federal contracts may not be transferred without the Government's consent. If the contractor wishes to sell its facilities to a new operator, the contractor will retain contractual responsibility for providing services until a novation agreement is executed recognizing the new contractor.
9. All services to be performed hereunder shall be accomplished in accordance with attached "Statement of Work" for providing noon meals for Armed Forces Applicants of the Military Entrance Processing Station located at 5645 Texas Ave, Fort Dix, NJ 08640-5402.
10. By submitting a quote, you agree that, under no circumstances, will you seek payment or make any collection efforts against the applicants processing through the MEPS for noon meal charges.
11. Contractors must mail complete quote package to the following address: Directorate of Contracting, Bldg 1109B, Rm 250, Fort Knox, KY 40121-5000.

#### AWARD

An award will be made based on lowest cost only after an agreement has been reached on all terms and conditions for the supplies specified.

#### WAGE DETERMINATION

U.S. Department of Labor Wage Determination Number 94-2351 REV (20) is applicable to this requirement.

#### INSPECTION

Inspection of the items to be furnished hereunder will be made by the Commander, Military Entrance Processing Station, Fort Dix, New Jersey his/her authorized representative(s).

#### PAYMENT

The Government will make payment to the contractor using the Government credit card.

#### INVOICES

The contractor shall prepare and submit invoices/vouchers to the Commander, Military Entrance Processing Station, 5645 Texas Ave., Fort Dix, NJ 08640-5402.

#### STATEMENT OF WORK

#### STATEMENT OF WORK

TO

PROVIDE NOON (LUNCH) MEALS FOR

ARMED FORCES APPLICANTS



AT THE

**FORT DIX, NJ**

MILITARY ENTRANCE PROCESSING STATION

## SECTION 1

### GENERAL

1.1. Scope of Work. The contractor shall furnish food, facilities, furniture, equipment, supplies, management, supervision, and labor to provide noon (lunch) meals, as specified herein, for the Armed Forces applicants processing at the Fort Dix, NJ MEPS, during the period from 1 Mar 05 through 28 Feb 06 with four one-year Government option periods.

1.1.1 The performance standards are specified in this Statement of Work and shall be for preparing, at contractor's facility, then transporting and serving the noon meals (lunch) at the MEPS, when called for by the Contracting Officer.

1.1.2 Subcontracting. The contractor shall furnish meals from his/her establishment at the location specified in the contract. Subcontracting to any other establishment or any other location shall be permitted only with the prior written consent of the Contracting Officer.

1.1.2.1 The subcontractor shall meet the specifications herein for the services provided.

1.1.2.2 Location of MEPS. The MEPS is located at 5645 Texas Ave., Fort Dix, NJ 08640-5402. Phone number is (609) 562-6050 ext 2305.

1.1.3 The contractor shall provide these services on days as requested by the Contracting Officer or his/her designated representative. General operating requirements shall normally be from Monday through Friday. Additionally, these requirements may be needed for up to a maximum of thirteen (13) Saturday operations annually at the MEPS and up to one or two mission days per month for applicants processing late into the afternoon or early evening at the MEPS.

1.1.3.1 Extended Hours Processing Days. On these days, commonly referred to as mission days, the MEPS require additional meals for applicants processing into the late evening hours at the MEPS location. MEPS will determine the number of meals they will require for applicants processing late and add them to the regular noon meal order. See Section 5.3.

1.1.4 Cost of Meals. The Government will pay for the meals at the unit costs set forth in the bid schedule. The Government will pay the full rate for a complete meal if the applicant elects to order less than a complete meal. The contractor shall not collect additional charges from an applicant, nor will the Government be liable, for additional charges if an applicant eligible to be served meals under this contract orders and is served food items in excess of a complete meal.

1.1.5 Historical Data. The number of meals provided during a previous 12-month period is provided for information only, at TE-1.

1.2 Quality Assurance. The Government will monitor the contractor's performance under this contract by the following methods:

1.2.1 The MEPS Commander, the MEPS medical officer, and the USMEPCOM Inspector General or their designated representative or any other person designated in writing by the Contracting officer shall inspect the contractor's facilities to ensure that state and local health, sanitation and fire prevention standards are being maintained and that meals are being furnished in accordance with contract specifications. Such inspections will be conducted at unannounced times.

1.2.2 Contractor must begin performance as specified on the effective date of the contract. All services and requirements must be satisfied by the preaward inspection date to be awarded the contract.

1.2.3 The Quality Assurance Evaluator (QAE) will monitor the contractor's performance in accordance with the Government's Quality Assurance Surveillance Plan (QASP).

1.3 Quality Control. The contractor shall maintain a program of self-inspection, acceptable to the Government, to ensure compliance with this contract. The quality control plan shall be available for review at the time of preaward inspection. Records of inspections shall be maintained and made available to the Contracting Officer or his/her designated representative during the contract performance.

1.4 Courtesy. The contractor's employees shall be courteous to all persons served under this contract. Courtesy rendered will be equal to that rendered to all other customers of the establishment and equal to that expected of any public eating/feeding facility.

1.5 Extended Hours Processing Days. On these days, commonly referred to as mission days, the MEPS require additional meals for applicants processing into the late evening hours at the MEPS location. MEPS will determine the number of meals they will require for applicants processing late and add them to the regular noon meal order. See item 5.3.

## SECTION 2

### DEFINITIONS

2.1 Acceptance. The act of an authorized representative of the Government by which the Government approves specific services as partial or complete performance of the contract.

2.2 Armed Forces Applicant. An individual voluntarily applying for entrance into the Armed Forces, Coast Guard or any other Government Agency.

2.3 Contracting Officer. A person duly appointed with the authority to enter into and administer contracts on behalf of the Government. The term also includes the authorized representative of the Contracting Officer acting within their written authority.

2.4 Legal Public Holidays [as established pursuant to 5 U.S.C. 6103(a)]:

New Year's Day	1 January
Martin Luther King, Jr.'s Birthday	3rd Monday in January
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veteran's Day	11 November
Thanksgiving Day	4th Thursday in November
Christmas Day	25 December

If a holiday falls on a Saturday, the preceding Friday is the observed day. If a holiday falls on a Sunday, the next Monday is the observed day. The MEPS will normally be closed on holidays, but applicants will normally require meals and lodging on holidays to process at the MEPS on the following day. There are APPROXIMATELY FIVE

training days per year. The contractor will be notified in advance of the specific dates as no meals will be required on those dates.

2.5 Lunch (Noon) Meal. A meal served during the noon hour.

2.6 Military Entrance Processing Station (MEPS). Military activity responsible for administering aptitude tests, medical examinations, and administrative processing of Armed Forces applicants.

2.7 Mission Day Meal. A second meal for applicants processing late into early evening or night at the MEPS on an Extended Hours Processing Day commonly referred to as mission day.

2.8 Quality Assurance. Those actions taken by the Government to check goods or services to determine that they meet the requirements of the contract.

2.9 Quality Assurance Evaluator (QAE). A representative of the Contracting Officer who performs surveillance of the contract.

2.10 Quality Assurance Evaluator's Surveillance Plan (QAESP). An organized written document that contains specific methods used to perform surveillance of the contractor and quality assurance.

2.11 Quality Control. Actions taken by a contractor to control the production of goods or services so that they will meet the requirements of the contract.

2.12 United States Military Entrance Processing Command (USMEPCOM). Major command responsible for administering the operation of Military Entrance Processing Stations (MEPS).

### SECTION 3

#### GOVERNMENT-FURNISHED PROPERTY

3.1 The Government will provide the contractor the daily authorization and receipt vouchers.

3.2 The Government will provide the following:

3.2.1 Dining room tables and chairs as required to accommodate 65 people at one seating.

3.2.2 Water and electricity required to serve meals are provided at no cost to the contractor.

3.2.3 The Government will make no alterations to the existing facilities. Any alterations required by the contractor shall be made at the contractor's expense. Written approval must be obtained from the Contracting Officer, the MEPS Commander and the building manager prior to altering Government facilities. The contractor shall restore altered Government facilities to their original appearance and condition at the completion of the contract.

### SECTION 4

#### CONTRACTOR-FURNISHED PROPERTY

4.1 The contractor shall furnish all food, facilities, furniture, equipment, supplies, management, supervision and labor required for the performance of this contract, except that specifically identified as Government-furnished property in Section 3.

4.2 The Contractor shall provide disposable type plates, knives, forks, spoons, cups, etc. They must be of sufficient strength and durability so that they will not break under routine use while eating.

#### SECTION 5

#### FOOD SPECIFICATIONS AND SPECIFIC TASKS

5.1 FOOD SERVICE SPECIFICATIONS. The contractor's food service facilities and operations, including food preparation area, shall comply with state and local health department rules on food service sanitation. Current and appropriate Federal, state and local licenses and inspections shall be posted or on hand for inspection.

5.1.1 General.

5.1.2 Serving and Eating Areas. The contractor shall meet the following minimum standards for serving and eating areas:

5.1.3 Food Preparation Area: The contractor shall:

5.1.3.1 Keep food covered when not being prepared or served.

5.1.3.2 Store foods not requiring refrigeration in a dry storeroom.

5.1.3.3 Prohibit sweeping of floor while food is being prepared or is uncovered for serving.

5.1.4 The contractor shall not allow, except for seeing-eye dogs, animals in any room of a restaurant or other food establishment in which food or drink is prepared, stored or served.

5.1.5 The food shall be prepared at the contractor's facility and transported to and served at the MEPS or, the food shall be brought to the MEPS and the sandwiches assembled at the MEPS. There will be no meat or cheese slicing at the MEPS; vendors must bring sliced meat and cheeses to the MEPS. Vendors may store a minimum amount of product in the MEPS refrigerator (no more than 3 days worth).

5.1.6 The contractor shall meet the following minimum requirements:

5.1.6.1 Tables, chairs, condiment receptacles and other table furnishings shall be cleaned and washed after each serving.

5.1.6.2 The contractor shall clear dishes, clean and reset tables after individual has eaten and left.

5.1.6.3 Contractor shall remove from the MEPS dining area, all garbage and trash at the end of each lunch.

5.1.6.4 The Contractor shall ensure the dining area is clean after each lunch and notify the designated MEPS representative when finished for the day and ready to depart the MEPS.

5.1.6.5 Recycling. The MEPS shall retain such items as cans, bottles, etc. that can be recycled to use in their recycling program.

5.1.7 Food service equipment shall be maintained as required by Federal, state or local sanitation regulations.

5.18 Food Transportation Equipment. In those cases where the contract calls for the preparation of food at the contractor's facility and the serving of food at the MEPS site, the following equipment shall be used when transporting food.

5.18.1 During transportation, food and food utensils shall be kept in covered containers or completely wrapped or packaged so as to be protected from contamination and spoilage.

5.1.8.2 Enclosed and clean vehicles shall be used for the transportation of food.

5.1.8.3 Vehicles used to transport food shall meet all Federal, State and local health, safety, licensing and insurance requirements.

5.1.9 Employees. The following minimum requirements apply to food handlers, cooks, dishwashers, and food servers.

5.1.9.1 Clothing shall be worn so as not to expose the armpits.

5.1.9.2 Hairnets or other elective physical restraints (i.e., scarf, hat, net, etc.) shall be used by all personnel engaged in the preparation and serving of food.

5.1.9.3 Tobacco in any form shall not be used where food is prepared or served.

5.1.9.4 If required by Federal, State or local laws or regulations, the contractor shall require all food handlers to have a limited medical examination as required. Upon request, the contractor shall show the results of the medical examinations to the contracting officer and/or his designated representative.

5.1.9.5 Hands of food handlers shall be free of cuts, sores, and other skin lesions.

5.1.9.6 Any person handling food who shows signs of an infectious disease or who is known to be a carrier shall be immediately relieved of his/her duties and reported to medical authorities.

5.1.9.7 Food handlers shall wash their hands before starting to work and after using the toilet facilities.

5.1.9.8 When assembling sandwiches, food handlers should wear clean, clear food handler's gloves.

5.2 Meal Specifications. Noon meal shall consist of the following:

5.2.1 Main Entree. Applicant shall be provided a choice of one from three (3) different types of meat submarine style sandwiches meeting portions and specifications below and a veggie submarine sandwich with lettuce, onions, pickles, green peppers, tomatoes, and cucumbers, as a minimum.

5.2.1.1 Bread (Submarine Buns).

White, submarine style - 6 inch in length, weighing 2.5 oz. minimum, fresh.

Whole Wheat, submarine style - 6 inch length, weighing 2.5 oz. minimum, fresh.

5.2.1.2 Meat, 3.5 oz minimum

Ham, baked or boiled, sliced

Turkey, sliced

Roast Beef, sliced

Veggie sandwich shall consist of the below, but shall contain at least 4 slices (minimum of 2 oz) of cheese in lieu of any meat product.

5.2.1.3 Cheese, 2 slices (minimum total of 1 oz.)

Swiss  
Provolone  
American

5.2.1.4 Tomatoes. Fresh sliced daily (minimum total of 1.5 oz.)

5.2.1.5 Lettuce. Fresh Iceberg, shredded (minimum total of 1 oz.)

5.2.1.6 Condiments. Mustard, low fat mayonnaise, pickle, relish, onions, salt and pepper, and oil and vinegar will be made available as desired by the applicant.

5.2.2 Chips. Applicant may choose one bag from a choice of at least three (3) types of “premium” chips in an estimated 2 oz bag.

5.2.3 Dessert. One large (5”) or two medium (2.5”), peanut butter, oatmeal, or chocolate chip cookies in wrapped package.

5.2.4 Fresh Fruit. (In season) – one of the following per lunch:

Apple, banana, orange, peach or pear (one medium – 3 per pound)

5.2.5 Beverage. Applicants may choose one from a minimum of four (4) different types of nationally known soft drinks (carbonated) provided in 12 oz. cans (cola type, lemon/lime type, root beer - regular and diet). Ice water, iced tea (10 oz. cup), and whole milk (1/2 pint) shall be provided as requested by the applicant.

5.2.6 Paper Products. All sandwiches shall be served on a minimum nine (9) inch diameter quality paper or styrofoam plate. Napkins shall be a minimum 13 x 13 inches - paper only, and straws shall be provided as requested by applicants. Lunch bag, one each per serving to be issued on a request by applicants.

5.2.7 Meal Times. Meals shall be served at the MEPS from 11:00 A.M. to 1:30 P.M.

5.2.8 The Government estimates that an average of 50 served noon meals shall be required daily with a maximum of 85. The MEPS will notify the Contractor, by 8:30 A.M. daily, the number of lunches required for that day.

5.3 Mission Day Meal. Mission day meals will follow the specifications outlined in Section 5.2. Vendors may provide additional selections only for the two mission days per month from which the MEPS may chose.

5.4 Additional Requirements:

5.4.1 The contractor shall manage the dining area during the time meals are being served.

5.4.2 All lunches shall be delivered in serving containers sturdy enough to protect contents and be arranged in view to allow customer selections.

5.4.3 No items shall be provided or otherwise made available for sale or choice to non-applicants.

5.4.4 Where meals are catered and served at the MEPS dining facility and vending machines are available at the MEPS, the contractor shall not offer for sale any like items (i.e., candy, potato chips, soda, milk, etc.) that are available from the vending machines.

5.4.5 Meal Vouchers. The contractor shall perform administrative functions to account for meal services provided to MEPS applicants. The Government will provide forms to the contractor upon contract award. The contractor shall return the completed forms with daily charges to the MEPS Budget Technician/Assistant on a daily basis no later than noon the second workday following the applicants' meals.



TECHNICAL EXHIBIT 1HISTORICAL DATA SUMMARYFORT DIX MEPS

Provide the most up to date information. USMEPCOM will verify the information.

MONTH	LUNCH QUANTITY
OCT 03	1492
NOV 03	1003
DEC 03	972
JAN 04	1373
FEB 04	1185
MAR 04	1358
APR 04	1152
MAY 04	1119
JUN 04	1406
JUL 04	1317
AUG 04	1200
SEP 04	954
Total	14,531

NOTE: The above historical data, reflecting the actual number of lunches provided during the period shown, is provided for information only. This, however, does not guarantee future performance.

WAGE DETERMINATION

94-2351 NJ, MONMOUTH

WAGE DETERMINATION NO: 94-2351 REV (20) AREA: NJ, MONMOUTH

HEALTH AND WELFARE LEVEL - INSURANCE ONLY \*\*OTHER WELFARE LEVEL WD:94-2352

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REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

William W. Gross                      Division of  
Director                      Wage Determinations

Wage Determination No.: 1994-2351  
Revision No.: 20  
Date Of Revision: 08/06/2004

State: New Jersey

Area: New Jersey Counties of Monmouth, Ocean

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE

MINIMUM WAGE RATE

01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	12.03
01012 - Accounting Clerk II	15.06
01013 - Accounting Clerk III	15.32
01014 - Accounting Clerk IV	17.92
01030 - Court Reporter	19.26
01050 - Dispatcher, Motor Vehicle	20.34
01060 - Document Preparation Clerk	13.81
01070 - Messenger (Courier)	11.06
01090 - Duplicating Machine Operator	13.10
01110 - Film/Tape Librarian	14.96
01115 - General Clerk I	11.46
01116 - General Clerk II	13.22
01117 - General Clerk III	14.43
01118 - General Clerk IV	16.38
01120 - Housing Referral Assistant	19.92
01131 - Key Entry Operator I	12.98
01132 - Key Entry Operator II	14.17
01191 - Order Clerk I	13.54
01192 - Order Clerk II	15.52
01261 - Personnel Assistant (Employment) I	14.85
01262 - Personnel Assistant (Employment) II	16.67
01263 - Personnel Assistant (Employment) III	18.70
01264 - Personnel Assistant (Employment) IV	20.79
01270 - Production Control Clerk	18.97
01290 - Rental Clerk	16.61
01300 - Scheduler, Maintenance	16.92
01311 - Secretary I	16.92
01312 - Secretary II	19.21
01313 - Secretary III	20.45
01314 - Secretary IV	22.94
01315 - Secretary V	26.87
01320 - Service Order Dispatcher	17.33
01341 - Stenographer I	16.04
01342 - Stenographer II	17.89
01400 - Supply Technician	22.94
01420 - Survey Worker (Interviewer)	14.89
01460 - Switchboard Operator-Receptionist	13.05
01510 - Test Examiner	19.21
01520 - Test Proctor	19.21
01531 - Travel Clerk I	11.64
01532 - Travel Clerk II	12.41
01533 - Travel Clerk III	13.09
01611 - Word Processor I	13.57
01612 - Word Processor II	16.81
01613 - Word Processor III	18.75
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	14.07
03041 - Computer Operator I	16.10
03042 - Computer Operator II	18.41
03043 - Computer Operator III	21.45
03044 - Computer Operator IV	23.52
03045 - Computer Operator V	26.05
03071 - Computer Programmer I (1)	19.04
03072 - Computer Programmer II (1)	23.99
03073 - Computer Programmer III (1)	27.62
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	25.29
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	15.58
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	22.00
05010 - Automotive Glass Installer	22.88
05040 - Automotive Worker	22.88
05070 - Electrician, Automotive	23.86
05100 - Mobile Equipment Servicer	21.02
05130 - Motor Equipment Metal Mechanic	24.79
05160 - Motor Equipment Metal Worker	22.88
05190 - Motor Vehicle Mechanic	24.79
05220 - Motor Vehicle Mechanic Helper	20.04
05250 - Motor Vehicle Upholstery Worker	21.95
05280 - Motor Vehicle Wrecker	22.88

05310 - Painter, Automotive	23.86
05340 - Radiator Repair Specialist	22.88
05370 - Tire Repairer	14.59
05400 - Transmission Repair Specialist	24.79
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	12.50
07010 - Baker	14.72
07041 - Cook I	13.58
07042 - Cook II	14.72
07070 - Dishwasher	11.19
07130 - Meat Cutter	17.86
07250 - Waiter/Waitress	11.79
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	17.56
09040 - Furniture Handler	14.87
09070 - Furniture Refinisher	17.56
09100 - Furniture Refinisher Helper	14.74
09110 - Furniture Repairer, Minor	16.15
09130 - Upholsterer	18.15
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	11.20
11060 - Elevator Operator	12.41
11090 - Gardener	15.21
11121 - House Keeping Aid I	12.62
11122 - House Keeping Aid II	13.68
11150 - Janitor	13.65
11210 - Laborer, Grounds Maintenance	12.59
11240 - Maid or Houseman	13.23
11270 - Pest Controller	14.55
11300 - Refuse Collector	15.58
11330 - Tractor Operator	14.00
11360 - Window Cleaner	14.37
12000 - Health Occupations	
12020 - Dental Assistant	13.37
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	13.76
12071 - Licensed Practical Nurse I	11.02
12072 - Licensed Practical Nurse II	14.96
12073 - Licensed Practical Nurse III	16.71
12100 - Medical Assistant	13.10
12130 - Medical Laboratory Technician	14.96
12160 - Medical Record Clerk	11.81
12190 - Medical Record Technician	17.13
12221 - Nursing Assistant I	7.92
12222 - Nursing Assistant II	8.86
12223 - Nursing Assistant III	11.09
12224 - Nursing Assistant IV	11.96
12250 - Pharmacy Technician	12.79
12280 - Phlebotomist	13.37
12311 - Registered Nurse I	19.97
12312 - Registered Nurse II	24.45
12313 - Registered Nurse II, Specialist	24.45
12314 - Registered Nurse III	29.58
12315 - Registered Nurse III, Anesthetist	29.58
12316 - Registered Nurse IV	35.42
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	23.96
13011 - Exhibits Specialist I	20.31
13012 - Exhibits Specialist II	23.96
13013 - Exhibits Specialist III	28.89
13041 - Illustrator I	20.31
13042 - Illustrator II	23.96
13043 - Illustrator III	28.89
13047 - Librarian	29.77
13050 - Library Technician	14.50
13071 - Photographer I	12.45
13072 - Photographer II	18.86
13073 - Photographer III	21.78
13074 - Photographer IV	25.87
13075 - Photographer V	29.57
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	8.53
15030 - Counter Attendant	8.53
15040 - Dry Cleaner	10.57
15070 - Finisher, Flatwork, Machine	8.53

15090 - Presser, Hand	8.53
15100 - Presser, Machine, Drycleaning	8.53
15130 - Presser, Machine, Shirts	8.53
15160 - Presser, Machine, Wearing Apparel, Laundry	8.53
15190 - Sewing Machine Operator	11.26
15220 - Tailor	12.08
15250 - Washer, Machine	9.21
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	18.21
19040 - Tool and Die Maker	21.12
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	15.57
21020 - Material Coordinator	18.21
21030 - Material Expediter	18.21
21040 - Material Handling Laborer	12.72
21050 - Order Filler	11.57
21071 - Forklift Operator	15.15
21080 - Production Line Worker (Food Processing)	15.15
21100 - Shipping/Receiving Clerk	14.16
21130 - Shipping Packer	13.34
21140 - Store Worker I	12.49
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	15.65
21210 - Tools and Parts Attendant	15.15
21400 - Warehouse Specialist	15.23
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	20.66
23040 - Aircraft Mechanic Helper	16.69
23050 - Aircraft Quality Control Inspector	21.47
23060 - Aircraft Servicer	18.29
23070 - Aircraft Worker	19.06
23100 - Appliance Mechanic	21.25
23120 - Bicycle Repairer	14.93
23125 - Cable Splicer	27.94
23130 - Carpenter, Maintenance	24.43
23140 - Carpet Layer	19.56
23160 - Electrician, Maintenance	26.30
23181 - Electronics Technician, Maintenance I	16.26
23182 - Electronics Technician, Maintenance II	27.62
23183 - Electronics Technician, Maintenance III	28.68
23260 - Fabric Worker	18.09
23290 - Fire Alarm System Mechanic	18.85
23310 - Fire Extinguisher Repairer	17.08
23340 - Fuel Distribution System Mechanic	20.66
23370 - General Maintenance Worker	16.86
23400 - Heating, Refrigeration and Air Conditioning Mechanic	18.25
23430 - Heavy Equipment Mechanic	19.20
23440 - Heavy Equipment Operator	20.13
23460 - Instrument Mechanic	20.66
23470 - Laborer	13.74
23500 - Locksmith	20.19
23530 - Machinery Maintenance Mechanic	20.33
23550 - Machinist, Maintenance	18.25
23580 - Maintenance Trades Helper	14.74
23640 - Millwright	22.81
23700 - Office Appliance Repairer	19.89
23740 - Painter, Aircraft	19.32
23760 - Painter, Maintenance	20.19
23790 - Pipefitter, Maintenance	23.00
23800 - Plumber, Maintenance	20.11
23820 - Pneudraulic Systems Mechanic	20.66
23850 - Rigger	20.66
23870 - Scale Mechanic	19.06
23890 - Sheet-Metal Worker, Maintenance	20.99
23910 - Small Engine Mechanic	16.83
23930 - Telecommunication Mechanic I	20.08
23931 - Telecommunication Mechanic II	20.86
23950 - Telephone Lineman	20.08
23960 - Welder, Combination, Maintenance	18.25
23965 - Well Driller	20.99
23970 - Woodcraft Worker	20.66
23980 - Woodworker	15.96
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.62
24580 - Child Care Center Clerk	14.50

24600 - Chore Aid	10.46
24630 - Homemaker	13.36
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	24.40
25040 - Sewage Plant Operator	18.56
25070 - Stationary Engineer	24.61
25190 - Ventilation Equipment Tender	17.41
25210 - Water Treatment Plant Operator	19.80
27000 - Protective Service Occupations	
(not set) - Police Officer	27.71
27004 - Alarm Monitor	14.47
27006 - Corrections Officer	24.86
27010 - Court Security Officer	25.03
27040 - Detention Officer	24.86
27070 - Firefighter	23.99
27101 - Guard I	11.22
27102 - Guard II	15.75
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	19.06
28020 - Hatch Tender	19.06
28030 - Line Handler	19.06
28040 - Stevedore I	15.85
28050 - Stevedore II	17.14
29000 - Technical Occupations	
21150 - Graphic Artist	21.07
29010 - Air Traffic Control Specialist, Center (2)	32.80
29011 - Air Traffic Control Specialist, Station (2)	22.63
29012 - Air Traffic Control Specialist, Terminal (2)	24.92
29023 - Archeological Technician I	14.67
29024 - Archeological Technician II	16.50
29025 - Archeological Technician III	20.38
29030 - Cartographic Technician	22.55
29035 - Computer Based Training (CBT) Specialist/ Instructor	25.29
29040 - Civil Engineering Technician	19.68
29061 - Drafter I	11.75
29062 - Drafter II	19.02
29063 - Drafter III	20.44
29064 - Drafter IV	21.92
29081 - Engineering Technician I	11.97
29082 - Engineering Technician II	13.44
29083 - Engineering Technician III	14.85
29084 - Engineering Technician IV	20.16
29085 - Engineering Technician V	26.50
29086 - Engineering Technician VI	30.29
29090 - Environmental Technician	22.50
29100 - Flight Simulator/Instructor (Pilot)	30.38
29160 - Instructor	22.21
29210 - Laboratory Technician	19.82
29240 - Mathematical Technician	22.55
29361 - Paralegal/Legal Assistant I	16.23
29362 - Paralegal/Legal Assistant II	21.14
29363 - Paralegal/Legal Assistant III	26.80
29364 - Paralegal/Legal Assistant IV	31.41
29390 - Photooptics Technician	21.65
29480 - Technical Writer	29.37
29491 - Unexploded Ordnance (UXO) Technician I	20.85
29492 - Unexploded Ordnance (UXO) Technician II	25.23
29493 - Unexploded Ordnance (UXO) Technician III	30.24
29494 - Unexploded (UXO) Safety Escort	20.85
29495 - Unexploded (UXO) Sweep Personnel	20.85
29620 - Weather Observer, Senior (3)	21.92
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	21.04
29622 - Weather Observer, Upper Air (3)	21.04
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	17.83
31260 - Parking and Lot Attendant	12.93
31290 - Shuttle Bus Driver	15.64
31300 - Taxi Driver	12.93
31361 - Truckdriver, Light Truck	15.64
31362 - Truckdriver, Medium Truck	16.65
31363 - Truckdriver, Heavy Truck	18.39
31364 - Truckdriver, Tractor-Trailer	18.39
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	12.40

99030 - Cashier	10.02
99041 - Carnival Equipment Operator	13.06
99042 - Carnival Equipment Repairer	13.64
99043 - Carnival Worker	11.19
99050 - Desk Clerk	10.15
99095 - Embalmer	23.91
99300 - Lifeguard	10.96
99310 - Mortician	26.30
99350 - Park Attendant (Aide)	13.76
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.81
99500 - Recreation Specialist	12.32
99510 - Recycling Worker	19.42
99610 - Sales Clerk	10.81
99620 - School Crossing Guard (Crosswalk Attendant)	11.30
99630 - Sport Official	10.48
99658 - Survey Party Chief (Chief of Party)	17.19
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	15.63
99660 - Surveying Aide	10.23
99690 - Swimming Pool Operator	19.81
99720 - Vending Machine Attendant	11.34
99730 - Vending Machine Repairer	13.81
99740 - Vending Machine Repairer Helper	11.34

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.59 an hour or \$103.60 a week or \$448.93 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

**Source of Occupational Title and Descriptions:**

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).

- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.